

**AGREEMENT BETWEEN**

**ANAHEIM UNION HIGH SCHOOL DISTRICT**

**AND**

**MID-MANAGERS ASSOCIATION**

**For the Period**

**July 1, 2018**

**to**

**June 30, 2021**

**Board Approved: December 13, 2018**

**Board Approved: May 7, 2019  
For 2018-19**



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## **ARTICLE 1 – AGREEMENT AND RECOGNITION**

This Agreement is made and entered into, by and between the Board of Trustees of the Anaheim Union High School District, whose address is 501 Crescent Way, Anaheim, California 92803-3520 (“District”), and the Anaheim Union High School District Mid-Managers Association, 100 Oceangate, Suite 1200, Long Beach, California 90802 (“Association”).

1.1 Parties and Term of the Agreement. This Agreement (“Agreement”) is made and entered into between the District and the Association. This agreement shall be in effect from the date of final ratification by both parties for a period of three years the remainder of 2018-19, 2019-20 and 2020-21, until June 30, 2021. The salary schedule, Attachment A, shall be in effect for the 2017-18 fiscal year, effective July 1, 2017.

1.2 Recognition. The Association is the exclusive representative for those probationary or permanent employees hired in the classified positions of Food Service Manager I, Plant Manager I, and Plant Manager II. Probationary and permanent employees in these three classifications will generally be referred to in this Agreement as “employees” or “bargaining unit members.”

1.3 Exclusions. Excluded from the bargaining unit represented by the Association are all other classified positions, substitute, temporary, supervisory, confidential, management as well as all other certificated personnel.

## **ARTICLE 2 – DISTRICT RIGHTS**

2.1 Powers and Authority. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations, move or modify facilities; establish budget procedures and determine budgetary allocation and expenditure; and determine the methods of raising revenue. In addition, the District retains the right to hire, classify, assign, transfer, evaluate, promote, demote, terminate, and discipline employees.

2.2 Limitation by Agreement. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law. The District retains its right to amend, modify or rescind the terms of this Agreement in cases of emergency, limited however to the actual duration of the emergency. The term “emergency” means a sudden, urgent, or unforeseen occurrence or occasion requiring immediate action, such as a natural disaster i.e., act of God, natural disaster, act of war, declaration of martial law, strike, insurrection, revolution, flood, earthquake, fire, epidemic, plague, drought, power failure, or energy crisis.

### **ARTICLE 3 - ASSOCIATION RIGHTS**

#### 3.1 Released Time

3.1.1 Negotiations. Commencing with reopener negotiations (following the first round of contract negotiations and during each school year when negotiations are in progress and following prior notice and schedule coordination with the immediate supervising administrator 3 authorized representatives of ASSOCIATION bargaining unit shall each be granted paid released time without loss of compensation for the purpose of meeting and negotiating with the District’s bargaining team. This released time shall be taken in minimum increments of one half day. Additional paid released time may be granted, if necessary, upon mutual agreement of the parties and with approval of the Superintendent’s designee.

Members of the MMA bargaining team shall be responsible for notifying their immediate supervisor of meeting times and dates and requesting released time one half day prior to scheduled negotiation meetings. Only in cases of emergency or hardship, as defined by the immediate supervisor, may a unit member's request be refused.

3.1.2 Released Time - Association Business. Upon 3 business days prior notice to the District an Association unit member shall be provided a maximum of 48 hours each school year of released time for the purpose of conducting Association business. These days shall be taken in minimum increments of 4 hours. Released time indicated above may be increased in cases of demonstrated need if requested by the Association and approved by the District.

As part of the prior notice to the District, the unit member will email his/her immediate supervisor of each scheduled meeting or leave request for Association business. The email will state the date and number of hours to be utilized for Association business. The Human Resources office will track the number of hours available for Association business.

In addition, attendance at meetings of the District Budget Committee and the District Insurance Committee shall be granted without loss of available hours for Association business. Committee attendance will not result in additional or overtime compensation.

3.2 Names and Addresses. Prior to October 15 of each school year, the District shall provide the Association with a list of names and work sites of all bargaining unit members.

3.3 Availability of Information. School Board Open Session Agenda and backup materials will be made available on the District website to the Association, at least 72 hours in advance of a regularly scheduled Board meeting, and 24 hours in advance of a special Board meeting.

3.4 Access to Work Sites. A professional staff representative from the Association shall, in accordance with the conditions noted herein, have the right of reasonable access to District facilities for the purpose of contacting unit members, and transacting lawful Association business. Upon arriving at a work site, any such representative shall first report to the office of the site administrator to announce his or her presence and the intended purpose of the visit.

In no event shall any representative or unit member interrupt or interfere in any way with normal work. Contacts with unit members shall be limited to unassigned times, breaks, and duty-free lunch periods.

3.5 Representation. A unit member has a right to a professional staff member from the Association or 1 unit representative for his/her representation when a meeting is conducted: to investigate facts that may lead to discipline; to adjust employee complaints/grievances; at disciplinary conferences that go beyond merely informing the unit member of discipline. The representative may, on behalf of the unit member, discuss facts, make arguments, act as a "buffer" between administration and the unit member. The right to representation does not attach in routine conversations, including, but not limited to: the giving of instructions; training of personnel; correcting work techniques; preliminary evaluation conferences; notifying employees of discipline.

3.6 New Hires and Orientation. The Association will be provided with the names, and work sites of all new unit members within five (5) days of their commencement at work. Such timelines may be extended by mutual agreement. The District will provide an opportunity for participation by a member in the Association in any new employee orientation program presented by the District for unit members.

3.7 Maintenance of Membership. Any employee who has authorized Association dues deductions on the effective date of this Agreement or at any time subsequent to the effective date of the Agreement shall continue to have such dues deductions made by the District during the term of this Agreement; provided however, that any employee may terminate such Association dues during the period of June 1 through June 10 of each year of the Agreement by notifying the Association in writing of his/her termination of Association dues deduction. Such notification shall be delivered in person or by U.S. mail and should be in the form of a letter. The Association will provide the District's Human Resources Department with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period. Association agrees to indemnify and hold harmless District, its officers, employees, and agents, with respect to any claims or litigation challenging this section (3.7).

#### **ARTICLE 4 – HOURS**

4.1 Workday. The standard workday for full-time employees shall be eight hours, subject to alternative work schedules contained in this Article. The workday shall include an unpaid lunch period of not less than one-half hour or more than one hour. Any change in assigned work hours will be subject to meet and consult with the Association. If no agreement is reached on changing assigned work hours, the District could implement the change following 10 business days prior written notice to the affected employee. It is recognized that the 8 hour workday has a different beginning and ending time during winter, spring and summer recess.

4.2 Workweek.

4.2.1 The workweek shall be 40 hours for full-time employees and regular five-day period except as indicated in Section 4.2.2 of this Article.

4.2.2 During scheduled school breaks (such as fall, winter, spring and summer) the District will continue to modify the work shift starting and ending times. The District may also institute a full-time workweek of alternate work schedule(s) such as a four-day, 10-hour workday ("4/10").

4.2.3 The District shall notify the Association prior to initiation, termination, or return to alternative work schedule(s) and start and ending work times.

4.3 Work Year. The work year shall be 12 months for the classifications of Plant Manager I and Plant Manger II. Food Service Manager I shall have a 10 month work year.

4.4 Overtime. All overtime hours shall be compensated at a rate of pay equal to time and one-half (1-1/2) the regular rate of pay of the employee. Overtime is defined to include any time in excess of 8 hours in any one day or in excess of 40 hours in any calendar week. No one shall order or authorize overtime unless it is approved in advance by the supervisor or site supervisor.

4.4.1 All hours worked by an employee on a holiday designated in Article 8 shall be compensated at the overtime rate of pay in addition to regular pay received for the holiday.

4.4.2 When a 10 hour per day, 40 hour per week schedule has been approved, the overtime rate shall be paid for all hours worked in excess of 10 hours per day or 40 hours per week.

4.4.3 When a 9 hour, 80 hour per 2 week schedule has been approved, the overtime rate shall be paid for all hours worked in excess of 9 hours per day or 80 hours in the two-week period.

4.4.4 The regular rate of pay for overtime purposes shall be the employee's hourly rate of pay plus any longevity rate paid on a monthly basis.

4.5 Compensatory Time.

4.5.1 Compensatory time may be granted by the employee's Manager in lieu of cash compensation for overtime work up to maximum 240 hours overtime (160 hours worked). Compensatory time accrues at the rate of one and one-half hours for each hour of employment for which overtime compensation is required by this Agreement.

4.5.2 An employee has the option of requesting compensatory time in lieu of cash compensation for overtime work, to be used within 12 calendar months. The employee's election to take compensatory time or to receive paid overtime shall be submitted in writing and approved by his/her Manager.

4.5.3 Compensatory time shall be taken at a time acceptable by the employee and the District. If the compensatory time has not been taken within 12



calendar months the District shall pay the employee for such time at the appropriate overtime rate.

4.6 Call-Back Time. Whenever an employee is called back to duty by a supervisor or designee, after the conclusion of the normal work shift, the employee shall receive a minimum of 3 hours pay or pay for the actual hours worked at the appropriate salary rate, whichever is greater.

4.7 Call-In Time. Whenever an employee is called to work by a supervisor or designee on a day which is not a regularly scheduled work day, the employee shall receive a minimum of 3 hours pay or pay for the actual hours worked at the appropriate salary rate, whichever is greater.

## **ARTICLE 5 – COMPENSATION AND ALLOWANCES**

5.1 For the 2018-19 school year, there shall be a wage increase of one and three-fourths percent (1.75%) applied to the entire classified (Mid-Managers Association) salary schedule referenced herein as Attachment A for all bargaining unit members. Wage shall include all employees in a regular classified position on or after July 1, 2018. All 2018-19 wage increases referenced herein and above shall be retroactive to July 1, 2018.

5.2 Salary Step Advancement. Salary step advancement shall be granted upon completion of 1 year in the position. After satisfactory completion of 1 year, the employee shall advance from Step 1 to Step 2. “Satisfactory completion” refers to an overall satisfactory evaluation. If the employee does not receive a written evaluation for the 12-month period, the employee shall be deemed to have received a “satisfactory completion” for purposes of Section 5.2. Salary step advancement shall be annually thereafter upon satisfactory completion of service. Time spent on unpaid leave or other unpaid time is not counted towards the annual service requirement.

5.3 Longevity. Employees will be eligible for service recognition (longevity) in the Anaheim Union High School District. Eligible service in the District requires probationary or permanent employment. Service does not include substitute, or temporary employment. Time spent on unpaid leave or other unpaid time is not counted towards the annual service requirement.

2% plus \$519 after ten (10) years of service with Anaheim Union High School District

4% plus \$1,543 after fifteen (15) years of service with Anaheim Union High School District

7% plus \$2,840 after twenty years (20) of service with Anaheim Union High School District

10% plus \$3,705 after twenty-five (25) years of service with Anaheim Union High School District

12% plus \$3,705 after thirty (30) years of service with Anaheim Union High School District

Percentages and flat rates stand alone. They are not added together or compounded.

5.4 Uniforms. The cost of the purchase, lease or rental of uniforms, equipment, identification badges, emblems and cards required by the District shall be borne by the District. The District reports to CalPERS on a biannual basis the monetary value for the purchase of required clothing for District-covered CalPERS Classic Members, i.e., employees hired on or before December 31, 2012. The parties analyzed the value and determined it shall not exceed \$230.00 per fiscal year, unless an additional uniform authorization is necessary. The parties agree that, to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(5) Statutory Items. The parties also agree that the District has no additional obligation or costs should the State of California or the IRS determine otherwise.

5.5 Safety Equipment. If the District requires the use of any equipment or gear to ensure the safety of an employee or others, the District shall provide such equipment or gear.

5.6 Cell Phones. Plant Manager I and II shall be provided a District cell phone to conduct District business. A \$50.00 per month stipend, in lieu of overtime payments, will be paid to Plant Manager I and II in consideration for required cell phone business calls made and received before and after normal work hours.

## **ARTICLE 6 – HEALTH AND WELFARE BENEFITS**

6.1 Primary Benefits. The District shall contribute towards the cost of medical, dental, life, vision care, disability for classified employees, and accidental death /dismemberment insurance benefits for all eligible and active employees who work at least 4 hours per day in a regular classified position and the employee's eligible dependents. All plans shall be selected by the District. The health and welfare benefit

plans have been recommended by the District Insurance Committee for calendar years 2018 and 2019.

6.1.1 Medical Insurance.

- A Preferred Provider Organization (PPO) major medical insurance plan for all employees and their dependents with \$275 deductible per person, maximum of \$1,100 per family.
- An Exclusive Provider Organization (EPO) major medical insurance plan.

6.1.2 Life and Accidental Death/Dismemberment Insurance. A group life and accidental death/dismemberment insurance for employee and life insurance protection for employee's spouse and eligible children.

6.1.3 Dental Insurance.

- A PPO dental insurance coverage plan. (No deductible.)
- An HMO dental insurance coverage plan.

6.1.4 Vision Care Insurance. A PPO vision care insurance coverage plan.

6.1.5 Mental Health and Substance Abuse Plan. Alcohol, drug abuse, and psychological care.

6.1.6 Short Term Income Protection Plan. Up to two years, with a 60 day elimination period, 66.6% of income not to exceed \$5,000 monthly benefit.

6.1.7 Hearing Aids. Hearing aids and annual hearing examination as required by a physician.

6.2 COBRA. All eligible employees who retire/terminate from the Anaheim Union High School District shall be eligible to participate in COBRA.

6.3 Insurance Committee. The Association may name 1 regular members to the District Insurance Committee. Attendance at the meetings will not count against union business as described in 14.1. The Insurance Committee will review cost containment measures to reduce the cost of benefits and make recommendations on benefit modifications to the plan.

The Association and the District negotiation teams will work to reach an agreement

on such cost containment provisions and upon agreement, recommendations shall be submitted for ratification. The current maximum District contribution to the blended

super composite rate for calendar year 2018 is \$15,759. There will not be an employee contribution for calendar year 2018.

The District and the Association agree to negotiate Article 6, Health & Welfare Benefits between October 2<sup>nd</sup> and October 31<sup>st</sup> in an effort to negotiate any plan changes or other cost containment measures. If no agreement between the District and the Association regarding the current maximum District and employee contributions for the succeeding calendar year is reached prior to November 1 of each year, then the current benefits plans shall carry over to the following plan year and the District is authorized to initiate payroll deductions beginning with the first paycheck in February for the difference between an average of the super composite rates of the PPO and EPO from current year and the average of the super composite rates for the succeeding calendar year.

#### 6.4 Retiree Health Benefits.

6.4.1 All employees who were hired/promoted to management prior to April 6, 2007, and who retire with 15 or more years of permanent service to the District, and who meet the CalSTRS/CalPERS retirement requirements, and who have not attained the age of 60, and who are permanent personnel in the employment of the District, and who are not otherwise covered by any similar programs provided through social security or other retirement plans, and who wish to participate in the major medical, including prescription coverage, and dental portion of the fringe benefit compensation package may do so and the District will pay medical and dental benefits for retiree only.

6.4.2 All employees who were hired/promoted to management on or after April 6, 2007, and who retire with 15 or more years of permanent service to the District, and who meet the CalSTRS/CalPERS retirement requirements, and who have not attained the age of 60, and who are permanent personnel in the employment of the District, and who are not otherwise covered by any similar programs provided through social security or other retirement plans, and who wish to participate in the major medical, including prescription coverage, and dental portion of the fringe benefit compensation package may do so by depositing in advance with the District the monthly amount of the premium(s). To remain eligible for the District paid major medical and dental benefit coverage from ages 60-64, the retiree must deposit the monthly amount of the premium from the date of retirement until age 60.

6.4.3 All employees who were hired/promoted to management on or after April 6, 2007, and who retire with 15 or more years of permanent service to the District, and who meet the CalSTRS/CalPERS retirement requirements, and ages 60-65, and who are permanent personnel in the employment of the District, and who are not otherwise covered by any similar programs provided through social security or other retirement plans shall be provided with major medical, including prescription coverage, and dental portions of the fringe benefits compensation package for the retiree only, at no cost to him/her.

6.4.4 On the 1<sup>st</sup> day of the month immediately preceding the date that a retiree attains age 65, or becomes eligible for Medicare whichever occurs first, retiree coverage shall terminate. At this time, if the retiree is eligible for Medicare, the retiree who wishes to participate in a Medicare supplement plan, including prescription coverage, and dental portions of the fringe benefits compensation package from the District may do so by depositing the monthly amount of the premium(s) established each year.

6.4.5 All retired employees will receive no greater health benefit plans than those offered current, active employees. It is recognized that from time to time the health benefit plans including but not limited to deductibles and co-pays may change and therefore there shall also be health benefit plan changes for retirees. As a result, no retiree health benefit plans shall be greater or more beneficial than those health benefit plans provided active employees.

6.5 Eligibility. All employees in the bargaining unit who work at least four (4) hours per day in a regular classified position shall be covered under the programs provided in Section 6.1 of this Article.

Employees on approved unpaid leave of absence shall be eligible to participate in COBRA.

6.6 IRS Section 125 – Flexible Benefit Plan. The District shall provide an Internal Revenue Service Section 125 Plan for unit members. Such plan will include but not be limited to authorized eligible medical and dependent care expenses. The plan administrator for the IRS Section 125 Plan shall be selected by the District. Participation by employees in the plan shall be voluntary.

## **ARTICLE 7 – VACATION**

7.1 Vacation Accrual. Earned vacation shall not be utilized until completion of the initial 6 months of employment in the District, unless permission is given by the District.

7.1.1 Every employee shall earn vacation at the prescribed rate. Vacation shall also be earned during any paid leave of absence.

7.1.2 Employees shall be entitled to vacation with pay, computed as follows:

12 month employees	23 days per fiscal year
10 month employees	21 days per fiscal year

7.2 Scheduling. Earned vacation shall be taken at times requested by employees and approved by the immediate supervisor. In order to facilitate planning, coordination of work amongst employees and supervisor's response to employees, each employee shall submit a vacation calendar for that school/fiscal year before the end of the first working month of the employee's work year. Changes to vacation calendar may be amended during the year utilizing the same approval process. All vacation requests shall be given a response by the requesting employee's supervisor within ten working days. Employees are encouraged to schedule vacations during periods when students are not in session.

7.2.1 All vacation days earned by regular full time employees with less than 5 years of service in the District must be taken within 12 months following the period in which earned and may not be accumulated beyond this period. Regular fulltime employees, after 5 years of service may "save" up to 6 days of vacation earned during the preceding year to be used within the following year for an extended vacation, not to exceed 29 working days, subject to the scheduling provisions in Section 7.2.

7.2.2 Vacation may, with the approval of the employee's immediate supervisor, be taken at any time during the school year. If the employee is not permitted to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for, in cash, at the option of the District. The employee may be granted vacation during the school year, even though not earned at the time the vacation is taken, with the approval of the immediate supervisor.

7.2.3 A vacation once having commenced may be terminated by the employee upon notice to his/her manager for reasons including the employee becoming ill, returning to work, being laid off, being terminated from employment, or death of a member of the immediate family.

7.3 Vacation Accrual Payment/Deduction Upon Termination of Employment. On separation from service, the employee shall be entitled to lump sum

compensation for all earned and unused vacation at the rate of pay applicable to his/her last regular assignment, except that employees who have not completed 6 months employment in regular or restricted status shall not be entitled to such

compensation. In case of termination, vacation time owed the District shall be deducted from the employee's final paycheck.

7.4 Vacation Carry-Over. Employees may accumulate vacation credit to a total 29 days from previous years. Vacation to be carried-over in excess of the vacation entitlement requires approval of the Superintendent or designee. When an employee is not permitted to take their full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for, in cash, at the option of the Superintendent or designee.

7.5 Vacation Scheduling for Probationary Employees. Probationary employees may take vacation as approved by their supervisor. During the probation period, vacation may only be taken after days have been earned unless approved by supervisor, Employees shall accumulate vacation from their date of hire at the regular rate of pay earned at the time the vacation is commended.

7.6 Vacation upon Termination of Employment. Employees who resign, retire or are terminated and have taken vacation not yet earned, will have a prorated amount deducted from their final paycheck. On separation from service, the employee shall be entitled to lump sum compensation for all earned and unused vacation at the rate of pay applicable to their last regular assignment.

## **ARTICLE 8 – HOLIDAYS**

8.1 Paid Holidays. A holiday schedule shall be adopted yearly by the Board of Trustees yearly. This schedule shall provide for 14 holidays, to include the following: Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, Day Before or After Christmas, New Year's Day, Day Before or After New Year's Day, Martin Luther King, Jr. Day, Lincoln Day, Washington Day, Friday of Spring Break, and Memorial Day.

8.2 Holiday Eligibility. An employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

8.3 Holiday Pay. Any day defined as a paid holiday by Section 8.1 shall be paid at the regular rate of pay the employee would have received had the employee worked that day.

8.4 Pay for Working on a Holiday. Employees required to work on a holiday shall be paid their regular pay for the holiday, plus one and one-half times their regular rate of pay for all hours worked on the holiday. Compensatory time off may be earned at the same rate.

8.5 Weekend Holidays. When a holiday falls on Saturday, the holiday shall be observed on the preceding work day. When a holiday falls on Sunday, the holiday shall be observed on the succeeding work day.

## **ARTICLE 9 - LEAVES OF ABSENCE**

### 9.1 General Leave Provisions.

9.1.1 Report of Absence. All employees must submit a report of absence form for any leave. In instances where the District has a need for verification, the employee shall be required to provide appropriate verification, which may include a physician's report, for any leave that he/she is claiming. Any payment made for a leave provided in this Article shall either be charged to the appropriate leave, refunded by the employee or deducted from his/her next paycheck.

9.1.2 Notice of Absences. Employees shall notify their manager at least 24 hours in advance, or as soon as possible.

9.1.3 The District retains the right to verify leaves.

### 9.2 Leaves of Absence With Pay.

#### 9.2.1 Sick Leave.

9.2.1.1 Food Service Manager I employees shall be granted 10 sick leave days per fiscal year. Plant Manager I and II employees shall be granted 14.4 sick leave days per fiscal year.

9.2.1.2 Employees working less than full-time assignments shall be entitled to receive on a pro-rata basis the sick leave amount provided in 9.2.1.1 above.

9.2.1.3 Probationary employees' sick leave days shall be prorated from the date of hire.

9.2.1.4 Permanent employees shall be credited at the beginning of



each fiscal year with the number of full-pay sick leave days provided for their assignment year.

9.2.1.5. There shall be no limit to the year to year accumulation of unused full-pay sick leave.

9.2.1.6 The Assistant Superintendent, Personnel Services or designee may require any employee to report for a-physical examination when in his/her judgment it is apparent that the employee or the District may be harmed if the condition is allowed to continue. The District shall pay for any such required examination.

9.2.1.7 For absences of more than 3 days or when there is a question as to the extent and duration of the disability, or the employee's ability to return to work, the District may require the employee to submit to an examination by a physician selected by the employee and the District. The selection must take place within 48 hours after the District's request. In the event the physician is not mutually selected within the time limit, the District shall select the physician from among those physicians under consideration by the employee and the District. The District shall pay for the medical examination. The employee will be given a copy of the physician's report. Such medical reports shall be submitted to the Assistant Superintendent of Human Resources or designee Director of Human Resources who shall maintain the confidentiality of such reports. Employees shall sign release for medical records so that District can review the medical records.

## 9.2.2 Industrial Injury and Illness Leave.

9.2.2.1 Eligibility. The provisions of this section shall apply to employees who have probationary and permanent status in the classified service.

9.2.2.2 Industrial Leave Allowance. An employee absent from duty because of industrial injury or illness resulting from a regular assignment and qualifying under the provisions of the workers' compensation insurance law, shall be allowed for each injury or illness, full salary from the first day of absence to and including the last day of absence not to exceed 60 working days. Allowable leave under this section shall not be accumulative from year to year.

9.2.2.3 Normal Wage Amount. Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this state, exceed the normal wage for the day. The normal wages for the day shall, in the case of employees paid on an hourly basis, be based on the assigned time of the employees.

9.2.2.4 Use of Other Leaves. If an employee is still receiving worker's compensation insurance benefits after entitlement to industrial injury or illness leave is exhausted, he/she shall then be placed on regular sick leave. If, when an employee goes on regular sick leave he/she is receiving worker's compensation insurance benefits, he/she shall be entitled to use only so much of such other sick leave benefits which, when added to worker's compensation insurance benefits, provide for a normal full day's wage or salary.

9.2.2.5 Leave After Worker's Compensation. If the employee is no longer receiving worker's compensation insurance benefits but is still unable to return to work as determined by the District's designated medical provider or his physician, he/she shall then be placed on regular sick leave.

9.2.2.6 After Exhaustion of All Available Leaves. When all available leaves of absences have been exhausted and the employee is not medically able to assume the duties of his/her position, he/she shall be placed on a re-employment list for a period of 39 months.

9.2.3 Employment During Extended Sick Leave. Employees while on sick or other paid leave may not attain other employment that occurs during the employee's normal work hours. or similar employment that occurs at any time during the paid leave. In other words, an employee while on sick or other paid leave shall not work elsewhere in a similar position.

9.2.4 Personal Necessity Leave. Employees may use up to 10 days of sick leave in any fiscal year in cases of personal necessity. Personal necessity may be used for circumstances that meet all of the following criteria: Are of a serious nature, and which the unit member cannot be expected to disregard, and which necessitate the immediate attention of the unit member, and which cannot be accommodated during off-duty hours.

9.2.4.1. Such leave may not be used for seeking other employment, rendering paid services, for recreational activities or for withholding services.

9.2.4.2. A unit member shall be allowed to use 2 days of personal necessity leave each school year which will not be charged against his/her accumulated sick leave.

9.2.5 Bereavement Leave. Employees shall be granted 3 days of paid leave, or 5 days if out of state travel is required, on account of the death of a member of his/her immediate family. Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse or registered domestic partner of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, or sister, sister-in-law of the employee or registered domestic partner, domestic partner, or any relative living in the immediate household of the employee or registered domestic partner. In exceptional circumstances, the Superintendent may grant 2 additional days.

9.2.6 Military Leave. Employees shall be granted any military leave to which they are entitled, under law, as classified school employees. Employees shall be required to request military leaves in writing and shall supply the District with orders and status reports.

#### 9.2.7 Parental Leave

9.2.7.1 Upon request, pregnant unit members shall be granted fully paid maternity leave for up to six weeks after the birth of a child. Additional maternity leave of up to six weeks shall be unpaid except that unit members may utilize accumulated sick leave (under section 9.2.1 and its subsections), and/or accumulated vacation leave (under Article 7), and/or extended sick leave during that time.

9.2.7.2 Upon request, non-pregnant unit members shall be granted parental leave for up to twelve weeks after the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. Said leave shall be limited to a total of twelve weeks leave during any twelve month period and shall be unpaid except that unit members may utilize accumulated sick leave (under section 9.2.1 and its subsections), and/or accumulated vacation leave (under Article 7),

and/or extended sick leave during that time. Parental leave will be provided in accordance with existing law.

### 9.3 Leaves of Absence Without Pay.

#### 9.3.1 Family Care Leave.

9.3.1.1 Employees shall be granted leave to which they are entitled in accordance with the provisions of the California Family Rights Act of 1993 (CFRA) and The Family and Medical Leave Act of 1993 (FMLA).

9.3.1.2 The District shall pay the employer's regular health benefits contributions for up to 90 days during the 12 month period. The District may recover the District's contribution if the employee fails to return from leave, except if the employee is in continuation, recurrence, or onset of a serious health condition, or something else beyond the employee's control.

9.3.1.3 An employee requesting Family Care Leave for any purpose may, at the employee's option, use accumulated vacation, or other applicable paid leave provided for in this Agreement. The total amount of permissible Family Care Leave shall be reduced by the amount of other leave used.

#### 9.3.2 Effects of Leave Without Pay.

9.3.2.1 Time elapsed while on leave of absence without pay shall not be counted toward seniority for promotion, compensation, sick leave, or vacation privileges, unless the leave of absence is granted for government service.

9.3.2.2 Leaves of absence without pay shall be approved by the Board of Trustees on an annual basis. While on leave employees eligible for benefits shall be provided the opportunity to participate in the medical and dental programs at the employee's expense.

9.3.3 Cancellation of Leave.

9.3.3.1 The District may, upon evidence that the cause for granting it was misrepresented or has ceased to exist, cancel any leave of absence and the employee shall then report for duty no later than the third working day following receipt of notification of such cancellation.

9.3.3.2 The employee may request to cancel a leave of absence and the employee will be notified in writing of the District's decision.

9.3.4 Employment While on Leave. An employee while on unpaid leave of absence previously approved by the Board of Trustees may not accept other employment that occurs during the employee's normal work hours without the prior written approval of the Board of Trustees.

**ARTICLE 10 - EVALUATION PROCEDURES**

10.1 Evaluation. Each employee shall be evaluated by a designated manager. The following schedule for evaluating employees shall be followed:

10.1.1 Probationary Employees. All employees will serve 12 full months in a probationary status. Probationary employees shall be evaluated by the fourth, eighth, and eleventh months of employment on the form entitled, "Performance Evaluation Report." (Attachment B) Probationary employees may be dismissed without cause, with or without an evaluation at any time during the 12 months of probation.

10.1.2 Permanent Employees. Permanent employees should be evaluated at least once every other year on the form entitled, "Performance Evaluation Report."

10.1.3 Probationary or permanent employees may be evaluated more frequently if the District manager or principal believes that an evaluation would benefit the work performance of the employee.

10.2 Evaluation Forms. The current Performance Evaluation Report is attached to the agreement as Attachment B. Should the Personnel Commission propose to amend the Performance Evaluation Report, then the proposed amendments shall be subject to negotiations between the parties.

10.3 Discussion of Evaluation. The evaluator shall discuss the performance evaluation report with the employee. The employee shall sign the evaluation form to indicate receipt, and he/she shall be given a signed copy.

10.4 Placement in Personnel File. Performance evaluation reports shall be filed in the employee's official personnel file and shall be available for review by the employee.

10.5 Employees Response. The employee may, within 10 working days of receipt of the performance evaluation form, attach a response, which will be included in the official personnel file.

10.6 Unsatisfactory Evaluations and Written Improvement Plan. An employee who receives an evaluation with an unsatisfactory rating will be expected to improve his/her performance to such an extent that a reevaluation within 90 calendar days may reflect an overall satisfactory rating. The employee will also receive during the evaluation conference a written improvement plan receive a plan of improvement which shall include specific comments and evidence of the unsatisfactory performance or behavior. The improvement plan shall provide written guidance to assist the employee in correcting any deficiencies and improving performance. The improvement plan shall also include steps the supervisor will take to assist the employee with the improvement plan. Failure to make such an improvement in performance will constitute sufficient grounds for disciplinary action.

10.7 Appeal Process. Any grievance under this Article shall be limited to a claim that the above procedures have been violated.

## **ARTICLE 11- PERSONNEL FILES**

11.1 Materials in Personnel Files. Materials in personnel files of employees which may serve as a basis for or affect the status of their employment, are to be made available for the inspection of the person involved. Such materials are not to include ratings, reports., or records which: (1) were obtained prior to the employment of the person involved; (2) were prepared by identifiable examination committee members; or, (3) were obtained in connection with a promotional examination.

11.2 Inspection of Personnel File by Employee. Every employee shall have the right to inspect such material upon request, provided that the request is made at a time when such person is not actually required to render services to the District.

11.3 Derogatory Information. Information of a derogatory nature, except material mentioned in Section 11.1, shall not be placed in the employee's personnel file until the employee is given 10 working days notice and an opportunity to review and comment thereon. An employee shall have the right to have attached to any such

derogatory statement, his/her own comments. The employee's signature on this form does not necessarily indicate agreement with the entry.

11.4 Inspection of Personnel File by Association. The Association shall have the right to review a unit member's personnel file when accompanied by the employee.

## **ARTICLE 12 – LAYOFF AND REEMPLOYMENT**

12.1 Notice. Whenever it is considered necessary by the District's Board of Trustees to reduce the number of employees or hours because of lack of work or lack of funds, the District shall give written notice to affected employees of their layoff at least 60 calendar days prior to the effective date of the layoff and the employees shall be informed of their displacement rights, if any, and reemployment rights. Failure of the employee to retrieve delivered mail or respond to notifications by the U.S. Postal Service of attempted delivery shall not be grounds for voiding notice or staying the timeliness for layoff. For purpose of this Rule, when a notice is mailed, the 5th working day following the mailing date is considered the date of receipt.

12.2 Order of Layoff. Whenever an employee is laid off, the order of layoff within the class shall be determined by length of service. The term length of service means hire date as a probationary and/or permanent employee in the class. The employee with the last hire date in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff. If two or more employees have the same hire date as a probationary employee, the determination of who shall be laid off first, shall be made by lot.

12.3 Displacement (Bumping) Rights. A classified employee who is laid off from a class and has achieved permanency in an equal or lower class shall have the right to displace a less senior employee in the equal or lower class.

12.4 Voluntary Demotion or Transfer. Employees who take voluntary demotions or voluntary reductions in assignment to a vacant position in lieu of layoff shall be, at the employee's option, returned to a position their former class or to positions with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any reemployment list.

12.5 Reemployment Rights.

12.5.1 Employees who have been laid off shall be placed on reemployment lists by job classification and in order of seniority. A reemployment list shall remain in force for a period of 39 months. Persons on such a list shall be reemployed in preference to new applicants.

12.5.2 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided that the same tests of fitness under which they qualified for the appointment shall still apply.

12.6 Reemployment and Acceptance. Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the last address given to the District by the employee. Offers of reemployment are made by the Human Resources Department.

12.6.1 Employees who have been laid off will be offered reemployment in vacant positions in their former classifications according to seniority. Such employees will be offered reemployment while their names remain on the recall or reemployment list.

12.6.2 The District shall by certified mail, offer to the employee with the highest seniority on the reemployment list any vacancy to which the employee has a reemployment right.

12.6.3 While a reemployment list is in effect, no new employees shall be hired in classifications for which employees have reemployment rights, until all employees on the reemployment list have first been offered and declined the position.

12.6.4 An employee on a reemployment list will be given by the District one offer of full reinstatement, with two weeks to return to District employment.

12.6.5 Offers of reemployment are to fill vacant positions and may be at a different work location than the one from which the employee was laid off.

12.7 Retirement in Lieu of Layoff. An employee who is eligible to retire under CalPERS may elect to retire in lieu of layoff. Such employee shall, at least ten work days prior to the effective date of the proposed layoff, complete and submit a form provided by the District for this purpose.



12.8 Completeness of Article. The Association and the District agree that the above provisions in this Article shall be the full and complete agreement between the parties concerning layoff including the reduction of hours, reemployment due to layoff, voluntary demotion in lieu of layoff, voluntary reduction in hours in lieu of layoff, and the effects of such matters.

### **ARTICLE 13 – CONCERTED ACTIVITIES**

13.1 Concerted Activities. The Association hereby agrees that neither it nor its officers, officials, agents, or representatives shall incite, encourage or participate in any strike, walkout, slowdown, or other work stoppage against the District during the life of this Agreement. In the event of a strike, walkout, slowdown, or work stoppage in violation of this Agreement, the Association and its respective officers, agents, and representatives will do everything reasonably within their power to end or avert the same.

13.2 Disciplinary Action. Any unit members engaging in or assisting any strike, slowdown, work stoppage, or other interference with the District's operations in violation of this Article shall be subject to disciplinary action up to and including termination.

### **ARTICLE 14 – GRIEVANCE PROCEDURE**

14.1 Definitions.

14.1.1 A grievance is a claim by one or more specifically named employees alleging that there has been a violation of the specific terms of this Agreement. In no case shall this definition include the terms of any statute, law, regulation, handbook, procedure, policy or other document. Terms that are allegedly violated in the filing of a grievance shall relate only to the precise language of this Agreement and shall not include any other language construed to be part of this contract, either by inference or reference, or discipline of an employee.

14.1.2 A grievant is an employee alleging a grievance.

14.1.3 A manager, for purposes of this Article, refers to the individual who customarily assigns and reviews the activities of the grieving employee.

14.1.4 A representative is an individual designated by the MMA.

14.1.5 Day or days shall mean any weekday on which the administrative offices of the District are open for business to the general public.

14.1.6 Reference to any management representative shall include any designee.

14.2 Conditions.

14.2.1 If the employee files any grievance other than under this procedure, then the District shall not be required to process the same claim or set of facts under this procedure.

14.2.2 The failure of the employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal. The District's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement in writing.

14.2.3 The grievant shall have the right to be accompanied by a MMA representative at each Step in the grievance procedure commencing at Step Two.

14.2.4 All materials concerning the employee's grievance shall be kept in a file separate from the employee's personnel file.

14.3 Procedures.

14.3.1 Step One – Informal Resolution.

14.3.1.1 Employees and their immediate supervisor should attempt to resolve a potential grievance as soon as practical.

14.3.1.2 No later than 10 days after an alleged grievance occurs, the employee shall inform the immediate supervisor of the alleged grievance.

14.3.1.3 The immediate supervisor shall make his/her decision known to the grievant in writing within 10 workdays of learning of the potential grievance.

14.3.2 Step Two – Immediate Supervisor. If the grievance cannot be resolved at Step One, the grievant shall reduce the allegation and remedy sought to writing on the District Grievance Form. Within 10 days of the immediate supervisor’s written decision, the grievant must file a completed copy of the Grievance Form with the immediate supervisor. The immediate supervisor shall provide a written decision to the grievant within 10 days of receipt of the grievance.

14.3.3 Step Three – Assistant Superintendent, Personnel Services or Designee. Within 10 days of the written decision in Step Two above, the grievant must file a completed copy of the Grievance Form to the Assistant Superintendent, Personnel Services. The Assistant Superintendent, Personnel Services or designee will provide a written decision to the grievant within 10 days of receipt of the grievance.

14.3.4 Step Four – Mediation. Within 10 days of the written decision in Step Three above, the grievant must file a completed written request for mediation with the Office of State Mediation & Conciliation with a copy to the Assistant Superintendent, Personnel Services. The Superintendent or designee will provide a written decision to the grievant within 10 days of receipt of the grievance.

14.3.5 Step Five – Arbitration.

14.3.5.1 Submission to Arbitration. If the Association is not satisfied with the decision at Step 3, the grievance may be submitted, by the Union, to arbitration, provided that notification of the submission to arbitration is given to the Superintendent within 15 days of the Association’s receipt of the Step 3 decision.

14.3.5.2 Selection of Arbitrator. The Association and the District shall agree upon an arbitrator. If no agreement is reached within 10 days, the parties shall request the Public Employment Relations Board submit to the Association and the District the names of 7 arbitrators, all of whom are located in Southern California, and who are members of the National Academy of Arbitrators. Each party shall alternatively strike a name until only 1 name remains who shall be the arbitrator. The party who strikes the first name shall be determined by lot.

14.3.5.3 Hearing: Arbitrator's Decision. The arbitrator selected in accordance with paragraph 14.3.5.2 above shall conduct a hearing

promptly. The arbitrator shall hear the issues presented, and shall render a decision promptly, but in no event later than 30 calendar days from the date of the hearing or 30 calendar days from the deadline for filing post-hearing briefs, whichever occurs later.

14.3.5.4 Fees and Expenses. The fees and expenses of the arbitrator and the hearing shall be borne equally by the parties. All other expenses, including witness fees, conferees, etc., shall be borne by the party incurring them.

14.3.5.5 Statement of Issues. The arbitrator shall be limited to deciding the issue(s) submitted to him/her. If the parties cannot agree upon a statement of the issues, the arbitrator shall determine the issue(s). In cases of procedural disputes regarding arbitrability, the parties agree that such questions of procedural arbitrability shall be decided by the arbitrator.

14.3.5.6 Limitations Upon Arbitrator. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a misapplication, misinterpretation or violation of the Agreement, in the respect alleged in the grievance and the appropriate remedy. The decision of the arbitrator shall be based solely upon evidence and arguments presented by the respective parties in the presence of each other, and upon arguments presented in briefs. This Agreement constitutes a collective bargaining agreement between the parties which shall be interpreted and applied to the parties by the arbitrator in the same manner as any other collective bargaining agreement under the laws of the State of California.

The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority to decide any issue not submitted or to interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules for contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, a modification (whether by addition or deduction) of the written terms of this Agreement.

The arbitrator shall only have the power to render an award on grievances occurring while this Agreement is in effect.

The arbitrator may hear and determine only 1 grievance at a time unless the parties expressly agree otherwise. Both parties will in good faith endeavor to handle cases which involve the same or similar facts and issues in an expeditious and convenient manner.

No decision rendered by the arbitrator shall be retroactive beyond the beginning of the last payroll period prior to the 20 day period specified in Step 1 of the grievance procedure.

14.3.5.7 Rules of Procedure. The decision of the arbitrator, within the limits herein prescribed, shall be binding on the Association, the District and the grievant.

## **ARTICLE 15 - SEVERABILITY AND SAVINGS**

15.1 Validity of Provisions. If any provision of this Agreement or any application of this Agreement is determined to be void or invalid, such provision shall be inoperative, but all other provisions shall not be affected and shall continue in full force and effect.

15.2 Validity of Articles. In the event that any Article or Section of an Article is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate negotiations, upon the request of the ASSOCIATION or the District, for purposes of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

## **ARTICLE 16 – CONTRACTING OUT**

16.1 Work normally performed by employees in this bargaining unit shall not be contracted out unless it can be done without transfer or layoff.

## **ARTICLE 17 – DURATION, CONCLUSION OF MEET AND NEGOTIATE AND COMPLETE AGREEMENT AND CONDITIONS**

17.1 Term. This Agreement shall be in effect from the date of final ratification by both parties for a period of three years, the remainder of 2018-19, 2019-20 and 2020-

21, until June 30, 2021. The salary schedule, Attachment A, shall be in effect for the 2017-18 fiscal year, effective July 1, 2017.

The following two articles after providing public notice at a meeting of the Board of Trustees will be reopened for negotiations for fiscal years 2018-19, 2019-20, and 2020-21:

- (1) Article 5 – Salary & Allowances
- (2) Article 6 - Health & Welfare Benefits

The full contract may be reopened for negotiations at the option of the Association or the District commencing in the last month of this Agreement, June 2021, following the Association and District "sunshining" of negotiation proposals.

17.2 Reopener Negotiations. The District and the Association agree that all negotiable items have been discussed during the negotiations leading to this Agreement, including salaries and benefits, and conditions of employment, and therefore the District and the Association further agree that negotiations will not be reopened on any item during the term of this Agreement, except by mutual agreement of the District and the Association, or as expressly provided otherwise in this Agreement, regarding Article 5 – Salary & Allowances and Article 6 - Health & Welfare Benefits.


17.3 Conclusion of Meet and Negotiate. The District and the Association agree that this Agreement is intended to cover all matters related to wages, hours, and all other terms and conditions of employment and that during the term of the Agreement neither the District nor the Association, without mutual agreement, will be required to meet and negotiate on any of the matters that have been negotiated in this agreement, subject to the reopening of Article 5 – Salary & Allowances and Article 6 – Health & Welfare Benefits per Section 17.1.

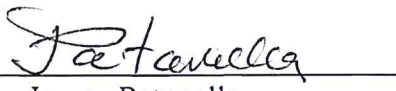
17.4 and signatures on next page.

17.4 Complete Agreement. This Agreement shall constitute the full and complete agreement between the parties and shall supersede and cancel all previous agreements, both written and oral. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

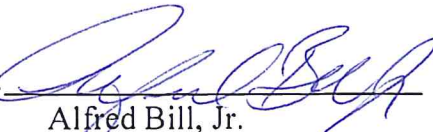
FOR THE ANAHEIM UNION  
HIGH SCHOOL DISTRICT


FOR THE ANAHEIM UNION  
HIGH SCHOOL DISTRICT MID-  
MANAGERS ASSOCIATION

By:   
Brad Jackson  
Assistant Superintendent  
Human Resources

By:   
James Patanella  
Association President  
Food Service Manager I

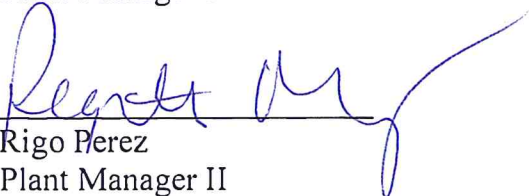
By:   
Jennifer Root  
Assistant Superintendent  
Business Services

By:   
Alfred Bill, Jr.  
Plant Manager I

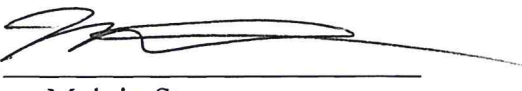
By:   
Orlando Griego  
Director, Food Service

By:   
Ted Gorkin  
Plant Manager I

By:   
Lance Bidnick  
Director, Maintenance and Operations

By:   
Rigo Perez  
Plant Manager II

By:   
Spencer E. Covert  
Chief Spokesperson

By:   
Melvin Stevens  
Plant Manager I

**ANAHEIM UNION HIGH SCHOOL DISTRICT  
MID-MANAGERS UNION  
2018/2019 SALARY SCHEDULE**  
Effective 7/1/18 - BOT Approved 5/7/19

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
2	PLANT MANAGER I	4,395.00	4,555.00	4,731.00	4,911.00	5,095.00	5,283.00	5,391.00	5,488.00	5,599.00	5,705.00	Monthly
3	** FOOD SERVICE SITE MANAGER I	4,488.00	4,662.00	4,839.00	5,028.00	5,224.00	5,429.00	5,534.00	5,641.00	5,752.00	5,862.00	Monthly
4	PLANT MANAGER II	4,602.00	4,776.00	4,954.00	5,141.00	5,340.00	5,544.00	5,647.00	5,755.00	5,865.00	5,977.00	Monthly
5		4,701.00	4,888.00	5,075.00	5,276.00	5,479.00	5,690.00	5,805.00	5,919.00	6,034.00	6,152.00	Monthly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:  
 2% plus \$533 after ten (10) years of service with AUHSD  
 4% plus \$1585 additional after fifteen (15) years of service with AUHSD  
 7% plus \$2,918 additional after twenty (20) years of service with AUHSD  
 10% plus \$3,807 additional after twenty-five (25) years of service with AUHSD  
 12% plus \$3,807 additional after thirty (30) years of service with AUHSD

\* Overtime Exempt

\*\* Ten Month Employees



**ANAHEIM UNION HIGH SCHOOL DISTRICT CLASSIFIED PERSONNEL DEPARTMENT  
PERFORMANCE EVALUATION REPORT**

CLICK AND ENTER DATA IN THE APPROPRIATE AREAS

Employee Name:		Employee Status:		Location Name:	
Class Title:		Employee ID #:		Due Date:	
				Location	
If Unscheduled Report, Mark Here <input type="checkbox"/>					
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	
Not Satisfactory	Requires Improvement	Effectively Meets Standards	Exceeds Standards	<b>SECTION A Factor Check List: Immediate supervisor must mark each factor in the appropriate column.</b>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Probationary Regular: <input type="checkbox"/> 3 months <input type="checkbox"/> 5 months	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Probationary Administrator: <input type="checkbox"/> 4 months <input type="checkbox"/> 8 months <input type="checkbox"/> 11 months	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Permanent Classified Employee: <input type="checkbox"/> Bi-Annual Report	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>SECTION B: Record job STRENGTHS and superior performance.</b>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-See Appendix A, Section B	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Observance of work hours	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Attendance	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. Grooming and dress	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. Compliance with rules	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. Safety practices	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. Public contacts	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. Pupil contacts	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>SECTION C: Record PROGRESS ACHIEVED in attaining previously set goals for improved work performance for personal or job qualifications.</b>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8. Employee contacts	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9. Knowledge of work	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10. Work judgments	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11. Planning and organization	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. Job skill level	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. Quality of work	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>SECTION D: Record specific GOALS or IMPROVEMENT PROGRAMS to be undertaken during next evaluation period.</b>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14. Volume of acceptable work	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15. Meeting deadlines	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16. Accepts responsibility	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17. Accepts direction	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	18. Accepts change	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19. Effectiveness under stress	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	20. Operation, care of equipment	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	21. Work coordination	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	22. Initiative	
<b>ADDITIONAL FACTORS</b>					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>SUMMARY EVALUATION</b> Mark overall performance	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not satisfactory <input type="checkbox"/> Requires improvement	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Effective-meets standards <input type="checkbox"/> Exceeds Standards	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Comments:</b>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>FACTORS FOR SUPERVISORS</b>					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	23. Planning and organizing	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	24. Scheduling and coordinating	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	25. On the job training	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	26. Productivity	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	27. Evaluating subordinates	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	28. Judgments and decisions	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	29. Leadership	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	30. Operational economy	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	31. Supervision	
<b>ADDITIONAL FACTORS</b>					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Employee Signature:</b>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Date:</b>	

DISTRIBUTION: Personnel (original), Employee (copy), Supervisor, Principal, or Administrator (copy)

## Appendix A

Employee Name:	Location:	Date Due:
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**SECTION B:** Record job STRENGTHS and superior performance.

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**SECTION C:** Record PROGRESS ACHIEVED in attaining previously set goals for improved work performance for personal or job qualifications.

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**SECTION D:** Record specific GOALS or IMPROVEMENT PROGRAMS to be undertaken during next evaluation period.

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**SECTION E:** Specify work performance deficiencies or job behavior requiring improvement or correction.

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